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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 MIRA ENTERPRISES, INC., a) CASE NO. CV-07-1345-GW (Ex)
11 California corporation,)
12 Plaintiff,)
13) FINAL JUDGMENT
14 vs.) Fed. R. CIV. P. 55(b)(2)
15) The Honorable GEORGE H. WU
16 N.K. International, Inc. dba NK)
Watches Inc., a Georgia)
17 Corporation; Shakuntala Paul, an)
individual and DOES 1 through 10,)
inclusive,)
18 Defendants.)
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1 In accordance with the Court's Order dated August 11, 2008,
2 granting Plaintiff Mira Enterprises, Inc.'s ("Plaintiff")
3 Application for Default Judgment:

4 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

5 1. That Plaintiff shall have and recover from Defendant N.K.
6 International, Inc., dba NK Watches Inc. ("Defendant") the sum of
7 \$100,000 as statutory damages pursuant to 15 U.S.C. §1117(c)(1),
8 together with pre-judgment interest thereon at the maximum rate
9 permitted by law from February 28, 2007, the filing date of the
10 complaint, to the date of this Judgment, and post-just interest
11 thereon at the maximum rate permitted by law from the date of this
12 Judgment until paid;

13 2. That a permanent injunction be and hereby is entered
14 against the Defendant, its directors, and officers, agents,
15 servants, employees and all other persons in active concert or
16 privity or in participation with Defendant, from:

17 (A) Infringing upon the PAUL JARDIN trademark, U.S.
18 Trademark Registration No. 2,634,655, through the
19 sale of unauthorized or counterfeit PAUL JARDIN
20 watches, or using any word, term, name, symbol,
21 device, or combination thereof that causes or is
22 likely to cause confusion, mistake, or deception;

23 (B) Using any word, term, name, symbol, device, or
24 combination thereof that causes or is likely to cause
25 confusion, mistake, or deception as to the affiliation,
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1 origin, or association of Defendant's goods with
2 Plaintiff or using any false designation of origin or
3 false or misleading description or representation of
4 fact;

5 (C) Manufacturing, or having manufactured, any goods that
6 bear any counterfeit PAUL JARDIN trademark, alone or in
7 combination with any other word(s) or device(s), or
8 selling, offering for sale, distributing, advertising, or
9 promoting any counterfeit goods that bear the PAUL JARDIN
10 trademark alone or in combination with any other word(s)
11 or device(s), other than genuine PAUL JARDIN merchandise;

12 (D) Using or inducing the use of, without Plaintiff's
13 authorization, any words or symbols that so resemble the
14 PAUL JARDIN trademark as to be likely to cause confusion,
15 mistake, or deception on or in connection with the
16 manufacture, importation, sale, offering for sale,
17 distribution, advertisement, or promotion of any product
18 that is not authorized by or for Plaintiff.

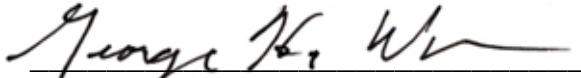
19 3. That within 30 days of service of this Judgment,
20 Defendant shall deliver to Plaintiff's attorneys for destruction
21 Defendant's entire inventory of infringing products, packaging, and
22 labeling.

23 4. That Defendant, within thirty days after the service of
24 the Judgment herein, shall file with this Court and serve upon
25 Plaintiff's attorneys a written report under oath setting forth in
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1 detail the manner in which Defendant has complied with the
2 judgment.

3 5. The Court finds this is an exceptional case under 15
4 U.S.C. § 1117 for the reasons, and based on the evidence, set forth
5 in Plaintiff's Application for Default Judgment. Accordingly,
6 Plaintiff shall have and recover from Defendant attorneys' fees in
7 the amount of \$5,600 pursuant to Local Rule 55-3, together with
8 interest thereon at the maximum rate permitted by law from the date
9 of this Judgment until paid.

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12 Dated: August 25, 2008


HON. GEORGE H. WU
U.S. District Court Judge

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18 Respectfully presented by:

19 THE SONI LAW FIRM

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21 /s/ Surjit P. Soni
22 Surjit P. Soni
23 Ronald E. Perez
24 Attorneys for Plaintiff,
25 MIRA ENTERPRISES, INC.
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action; my business address is 55 South Lake Avenue, Suite 720, Pasadena, California 91101.

On August 18, 2008, I served the foregoing document described as **[PROPOSED] FINAL JUDGMENT** on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope addressed as follows:

N.K. International
1416 Flagler Ct.
Lawrenceville, GA 30044

☒ (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. postal service on that same day, with postage thereon fully prepaid at Pasadena, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (PERSONAL SERVICE) I caused the above referenced document to be personally served by hand on the addressees listed above

☐ (VIA USPS EXPRESS MAIL) I caused such envelope to be delivered to addressees listed above.

☐ (FACSIMILE) I caused the attached document to be transmitted to: the above addressees

☐ (ELECTRONIC MAIL) I caused the attached document to be transmitted to: the above addressees

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 18, 2008, at Pasadena, California.

/s/Wendy Genovese
Wendy Genovese